

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 12		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 008		3. EFFECTIVE DATE June 4, 2004		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-J		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE PS31-J	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				<input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C	
						10B. DATED (SEE ITEM 13) 1/1/04	
CODE CAGE- 0T5L1		FACILITY CODE SAP- 103429					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), Clause G.5 Technical Direction, and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Shared Savings Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$453,556,738	\$0	\$0	\$27,213,407	\$480,770,145	\$56,666,195
This Modification	\$610,961	\$0	\$0	\$36,657	\$647,618	\$0
Rev. Base Total	\$454,167,699	\$0	\$0	\$27,250,064	\$481,417,763	\$56,666,195

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Julia A. Whitt, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/ Julia A. Whitt <small>(Signature of person authorized to sign)</small>	June 4, 2004	BY /s/ David A. Iosco <small>(Signature of Contracting Officer)</small>	June 4, 2004

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purposes of this modification are to; A) definitize the Contractor's Request for Equitable Adjustment proposal SAIC-P-002 (Rev. B2) dated May 11, 2004 for the costs associated with the provision of additional support for PWS section 3.5, Russia IT Services, which were not anticipated by the Government nor priced by the Contractor in their Final Proposal Revision (FPR) (this proposal was submitted in response to NASA/MSFC technical direction dated March 15, 2004), B) definitize the Contractor's Request for Equitable Adjustment proposal SAIC-P-003 dated April 19, 2004 for the costs associated with utilization of the Intergraph lease space provided by the Government for the UNITeS phase-in team (these costs were not anticipated by the Government nor priced by the Contractor in their Final Proposal Revision (FPR)), and C) realign funding in order to provisionally fund the current award fee period. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is increased by \$1,440,495. This increase is by \$610,961 (from \$453,556,738 to \$454,167,699) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$306,475 (from \$160,153,416 to \$160,459,891) as CLIN 003 in paragraph (b), and by \$523,059 (from \$163,324,059 to \$163,847,118) as CLIN 005 in paragraph (b). The total of Potential Award Fee is increased by \$86,429. This increase is by \$36,657 (from \$27,213,407 to \$27,250,064) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$18,388 (from \$9,609,206 to \$9,627,594) as CLIN 003 in paragraph (b), and by \$31,384 (from \$9,799,444 to \$9,830,828) as CLIN 005 in paragraph (b). For the definitization of the Russia IT services proposal, an amount of \$1,433,488 is applied to Estimated Cost and \$86,009 is applied to the Potential Award Fee. For the Intergraph facilities costs, an amount of \$7,007 is applied to Estimated Cost and \$420 is applied to Potential Award Fee. These amounts are further allocated by contract year and option years as follows:

Russia IT Services

Paragraph (a)

	Estimated Cost	Potential Award Fee
3/31/04 - 6/30/04	\$ 15,462	\$ 928
7/1/04 - 12/31/04	\$122,285	\$7,337
1/1/05 - 6/30/05	\$114,963	\$6,898
7/1/05 - 12/31/05	\$114,962	\$6,897
1/1/06 - 6/30/06	\$118,141	\$7,089
7/1/06 - 12/31/06	\$118,141	\$7,088

Paragraph (b)

	Estimated Cost	Potential Award Fee
1/1/07 - 6/30/07	\$153,238	\$ 9,194
7/1/07 - 12/31/07	\$153,237	\$ 9,194
1/1/08 - 6/30/08	\$261,530	\$15,692
7/1/08 - 12/31/08	\$261,529	\$15,692

Intergraph Facilities Costs

Paragraph (a)

	Estimated Cost	Potential Award Fee
1/1/04 - 6/30/04	\$7,007	\$420

Because the period of January 1, 2004 through March 30, 2004 has a separate potential award fee pool of \$275,495, the estimated cost and potential award fee associated with the Intergraph facilities proposal are allocated as follows:

	Estimated Cost	Potential Award Fee
1/1/04 - 3/30/04	\$4,946	\$296
3/31/04 - 6/30/04	\$2,061	\$124

This will result in a revised Potential Award Fee pool for the period of 1/1/04 through 3/30/04 of \$275,791.

- B. Under Section B, Clause B.6, Contract Funding, an amount of \$3,041,980 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 60% of the Potential Award Fee for the period 1/1/04 through 6/30/04 and 60% of the Potential Award Fee for the period 7/1/04 through 12/31/04. This is required in order to allow for the provisional billing of award fee during the next performance evaluation period. Contractor billing of provisional award fee for any period shall not exceed 60% of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITEs Fee Determination Official. This action will result in a revised coverage date of July 12, 2004.

C. [

(b)(4)

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subcontracting plan supplements will also be incorporated as part of this attachment. It is noted that the cumulative contract value associated with this plan supplement, and future plan supplements, will include contract value increases that fell below the threshold requiring submission of a small business subcontracting plan supplement. Therefore, the cumulative value page of each supplement will also reflect definitization of these proposals.

- D. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$647,618 (from \$480,770,145 to \$481,417,763) in recognition of the actions taken in (A) and (B) above.
- E. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) DeletedPage(s) Added

B-2

B-2

B-3

B-3

B-7

B-7

- F. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract
Change Identification

Contractor
Proposal Number

NASA/MSFC Technical
Direction letter dated
March 15, 2004

SAIC proposal SAIC-P-002
dated April 14, 2004 and
submitted via SAIC letter
SAIC-04-013 dated
April 14, 2004

SAIC proposal SAIC-P-002
(Rev. A) dated April 19, 2004 and
submitted via SAIC letter
SAIC-04-019 dated
April 19, 2004

SAIC proposal SAIC-P-002
(Rev. B) dated May 10, 2004 and
submitted via SAIC letter
SAIC-04-022 dated
May 10, 2004

SAIC proposal SAIC-P-002
(Rev. B1) dated May 11, 2004
submitted via SAIC letter
SAIC-04-023 dated
May 11, 2004

SAIC proposal SAIC-P-002
(Rev. B2) dated May 11, 2004
submitted via SAIC letter
SAIC-04-024 dated
May 11, 2004

N/A

SAIC proposal SAIC-P-003
dated April 19, 2004 and
submitted via SAIC letter
SAIC-04-018 dated
April 19, 2004

G. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 46,789,434			\$ 2,807,485
Base Year 1	7/1/04 - 12/31/04	\$ 84,478,961			\$ 5,068,619
Base Year 2	1/1/05-6/30/05	\$ 81,160,269			\$ 4,869,617
Base Year 2	7/1/05 - 12/31/05	\$ 81,160,268			\$ 4,869,616
Base Year 3	1/1/06-6/30/06	\$ 80,289,384			\$ 4,817,364
Base Year 3	7/1/06 - 12/31/06	\$ 80,289,383			\$ 4,817,363
Option Year 1	1/1/07-6/30/07				
Option Year 1	7/1/07 - 12/31/07				
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
	TOTAL	\$454,167,699			\$27,250,064

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				

001	1	Job	\$454,167,699	\$27,250,064
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			Estimated Amount	Maximum Amount
002	1	ID/R	\$0	\$1,500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (January 1, 2007 thru December 31, 2007)				

003	1	Job	\$160,459,891	\$9,627,594
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			Estimated <u>Amount</u>	Maximum <u>Amount</u>
004	1	ID/R	\$0	\$500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (January 1, 2008 thru December 31, 2008)				

005	1	Job	\$163,847,118	\$9,830,828
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			Estimated <u>Amount</u>	Maximum <u>Amount</u>
006	1	ID/R	\$0	\$500,000

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

9. [

(b)(4)

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(End of clause)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

Period

Amount

I

(b)(4)

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(END OF CLAUSE)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$51,940,533. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through July 12, 2004.

(b) An additional amount of \$4,725,662 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$54,982,513	(\$3,041,980)	\$51,940,533
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 60%)	\$1,683,682	\$3,041,980	\$4,725,662
Award Fee Earned	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total Sum Allotted	\$56,666,195	\$0	\$56,666,195

(End of clause)